

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

JANELA BUNKE;  
ALBEIL BENITEZ-MARURI;  
LAURIE BOWEN;  
AYLA BROWN;  
NORBERTO CAMPOS HERNANDEZ;  
KAITLIN CAPACCIO;  
DANIELLE CASALE;  
FELIPE CASTRO;  
EDDY CEDENO;  
JANELLE COLANTUONE;  
OMAR CRUZ;  
NAZARETH DEHKORDI;  
JOVANNA DEL PLATO;  
NILSSON DOMINGUEZ;  
JOVANNI ESPINOZA;  
DORIS GALINEC;  
JUAN CARLOS GARCIA;  
ROSALINA GIAQUINTO;  
CELESTINO CRUZ GUEVARA;  
ANDRES FELIPE PEREZ GUZMAN;  
DIANA HENRIQUEZ;  
GISELLE JOHNSON;  
SARAH KABIR;  
PAULINA LEMPICKA;  
ANIBAL MENDOZA;  
AUGUSTO MEYO;  
AFSARA MIR;  
PAOLA MONTELLESE;  
MARGARITE MORANO;  
JORGE MOTA CORTORREAL;  
MIGUEL OCAMPO;  
ARTURO OLMOS;  
LINGPENG QIAN;  
ARIEL RAMAGE;  
ANA RALBOVSKI;  
TIFFANY RASOMBATH;  
HECTOR RODRIGUEZ;  
SABRINA LORENA ROJAS;  
FERNANDO ROMERO;  
ANNA SHAKHBAZOV;  
GIOVANNI WILLIAM TAMAYO;  
KAITLENE TAN;  
LUIS RAFAEL VELAZQUEZ;

Case Number: 1:24-cv-2469

Plaintiffs,

v.

AVANT GARDNER, LLC, EZ  
FESTIVALS LLC, MADE EVENT, LLC,  
JÜRGEN BILDSTEIN, a/k/a BILLY  
BILDSTEIN,

Defendants.

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**[PROPOSED] JUDGMENT PURSANT TO RULE 68 OFFER OF JUDGMENT**

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A notice of acceptance of Rule 68 Offer of Judgment having been filed on October 8, 2024; and Defendant EZ Festivals LLC, on behalf of the remaining Defendants, Avant Gardner, LLC, Made Event, LLC, and Jürgen Bildstein a/k/a Billy Bildstein (collectively, “Defendants”), having offered Plaintiffs Janela Bunke, Albeil Benitez-Maruri, Laurie Bowen, Ayla Brown, Norberto Campos Hernandez, Kaitlin Capaccio, Danielle Casale, Felipe Castro, Eddy Ceden, Janelle Colantuone, Omar Cruz, Nazareth Dehkordi, Jovanna Del Plato, Nilsson Dominguez, Giovanni Espinoza, Doris Galinec, Juan Carlos Garcia, Rosalina Giaquinto, Celestino Cruz Guevara, Andres Felipe Perez Guzman, Diana Henriquez, Giselle Johnson, Sarah Kabir, Paulina Lempicka, Anibal Mendoza, Augusto Meyo, Afsara Mir, Paola Montellese, Margarite Morano, Jorge Mota Cortorreal, Miguel Ocampo, Arturo Olmos, Lingpeng Qian, Ariel Ramage, Ana Ralbovski, Tiffany Rasombath, Hector Rodriguez, Sabrina Lorena Rojas, Fernando Romero, Anna Shakhbazov, Giovanni William Tamayo, Kaitlene Tan, Luis Rafael Velazquez (collectively, “Plaintiffs”) to take judgment against Defendant EZ Festivals LLC, for the amount of \$75,000.00 (the “Judgment Amount”), inclusive of all Plaintiffs’ claims for relief, damages, attorney’s fees, costs, and expenses.

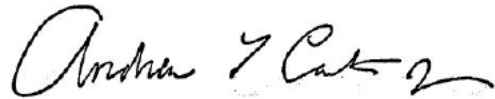
NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Judgment** is hereby entered in favor of the Plaintiffs and against Defendant EZ Festivals LLC , on behalf of all Defendants, in accordance with the terms of the accepted Offer of Judgment in the total amount of **\$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents)**, inclusive of all Plaintiffs' claims for damages, attorney's fees, costs, and expenses.
2. Plaintiffs agree full payment of the Judgment Amount shall be issued by Defendant EZ Festivals LLC, as follows: (i) Seventy-Five Thousand Dollars (\$75,000.00) within thirty (30) business days of the entry of this Judgment.
3. This Judgment fully resolves all claims by Plaintiffs in the above-captioned civil action and releases all Defendants and their successors or assigns, and all their past and present employees, shareholders, directors, officers, members, representatives, managers, and agents (collectively "Releasees") from any and all claims that were, or could have been alleged by Plaintiffs in the above-captioned civil action, including but not limited to those arising from Defendants' compensation of Plaintiffs for performing services for any Defendant, including but not limited to the release of any claim for unpaid, inaccurate or untimely payment of wages, nonpayment of wages, and any other compensation including tips/gratuities or payment for training, failure to provide requisite notice of pay rate or wage statements, and any other related claim under any federal, state or local law, rule, regulation, order or ordinance governing wages and hours, including but not limited to New York and federal law (29 U.S.C. §201, *et seq.*, New York Labor Law §190, *et seq.*, N.Y. Code §20-929, *et seq.*, unjust enrichment and promissory estoppel under New York common law).

4. Plaintiffs will not publish or publicize, or cause to be published, publicized, in the media (print or broadcast) or on the internet the circumstances, events, occurrences, and/or documents underlying Plaintiffs' claims against Defendants, or the Judgment Amount (other than to the extent the Judgment Amount is publicly available on the Court's docket).
5. This Judgment shall not be construed as an admission of liability or that Plaintiffs have suffered any damages, and Defendants deny any liability, committing any wrongdoing or violating any legal duty with respect to Plaintiffs' services performed for Defendants, including Plaintiffs' pay while performing services for Defendants.
6. The terms of this Judgment, including all facts, circumstances, statements and documents, shall not be admissible or submitted as evidence in any litigation, in any forum, for any purpose, other than to secure enforcement of the terms and conditions of this Judgment, or as may otherwise be required by law.

**SO ORDERED:**

Dated: \_\_ October 15, 2024 \_\_\_\_\_



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Hon. Andrew L. Carter, Jr.  
United States District Judge